

## CRAVATH, SWAINE &amp; MOORE

JAN 23 1981 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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## TELEX

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WUD 125547  
WUI 620976

## CABLE ADDRESSES

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ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
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HAROLD R. MEDINA, JR.  
CHARLES R. LINTON  
WILLIAM B. MARSHALL  
ROYALL VICTOR  
ALLEN H. MERRILL4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 265-81-54  
TELEX: 29053033 THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 1-606-1421  
TELEX: 88149011-023A100  
No. 1  
JAN 23 1981  
Date  
Fee \$ 10.  
ICC Washington, D. C.

January 23, 1981

Amendment Agreement Dated as of January 1, 1981  
Amending Lease Filed under Recordation No. 12679-A

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Early & Daniel Industries, Inc., for filing and recordation counterparts of the following document:

Amendment Agreement dated as of January 1, 1981, between C.I.T. Financial Services, Inc., as Lessor, and Early & Daniel Industries, Inc., as Lessee.

The Amendment Agreement amends a Lease of Railroad Equipment dated as of November 15, 1980, previously filed and recorded with the Interstate Commerce Commission on December 29, 1980, at 4:25 p.m., Recordation Number 12679-A.

The Amendment Agreement amends the Lease to correct a typographical error.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 12679-D.

FEE OPERATION BR.

I.C.C.

RECEIVED

JAN 23 11 31 AM '81

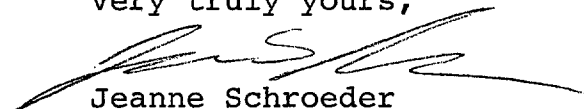
Counterpart - 9 H. H. Harrison

This one is  
12679-D

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,



Jeanne Schroeder  
as Agent for Early & Daniel  
Industries, Inc.

Ms. Agatha L. Mergenovich, Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

OFFICE OF THE SECRETARY

Jeanne Schroeder  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N. Y. 10005

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/23/81 at 11:45AM , and assigned re-recording number(s) .12679-D

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

JAN 23 1981 - 11 45 AM

## INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of January 1, 1981, between C.I.T. FINANCIAL SERVICES, Inc., ("Lessor"), and EARLY & DANIEL INDUSTRIES, INC., ("Lessee").

WHEREAS the Lessor and the Lessee have entered into a Lease of Railroad Equipment dated as of November 15, 1980, ("Lease");

WHEREAS the Lease was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 29, 1980, at 4:25 p.m. and was assigned recordation number 12679-A;

WHEREAS the parties hereto desire to amend the Lease to correct a typographical error;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The second proviso of paragraph 9 of § 7 of the Lease is hereby amended and restated in its entirety as follows:

" . . . provided, further, however, that the comprehensive general liability insurance may contain a \$1,000,000 deductible provision per occurrence and the physical damage, theft, fire with extended coverage insurance may contain a \$50,000 deductible provision per occurrence."

2. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 16 of the Lease.

3. Except as amended hereby the Lease shall remain unaltered and in full force and effect.

4. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

5. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall

constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

C.I.T. FINANCIAL SERVICES, INC.,

by C.I.T. CORPORATION, as Agent,

by

Keith P. Fitch  
Vice President

[Corporate Seal]

Attest:

Leo Sheu  
Assistant Secretary

EARLY & DANIEL INDUSTRIES, INC.,

by

                      
President

[Corporate Seal]

Attest:

                      
Assistant Secretary

STATE OF NEW YORK,     )  
                                  ) ss.:  
COUNTY OF NEW YORK,    )

On this <sup>14<sup>th</sup></sup> day of January 1981, before me personally appeared Keith L. Fitch, to me personally known, who, being by me duly sworn, says that he is a Vice President of C.I.T. CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James T. Kane  
Notary Public

[Notarial Seal]



STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this                    day of January 1981, before me personally appeared                    , to me personally known, who, being by me duly sworn, says that he is the President of EARLY & DANIEL INDUSTRIES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

AMENDMENT AGREEMENT dated as of January 1, 1981, between C.I.T. FINANCIAL SERVICES, Inc., ("Lessor"), and EARLY & DANIEL INDUSTRIES, INC., ("Lessee").

WHEREAS the Lessor and the Lessee have entered into a Lease of Railroad Equipment dated as of November 15, 1980, ("Lease");

WHEREAS the Lease was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 29, 1980, at 4:25 p.m. and was assigned recordation number 12679-A;

WHEREAS the parties hereto desire to amend the Lease to correct a typographical error;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The second proviso of paragraph 9 of § 7 of the Lease is hereby amended and restated in its entirety as follows:

" . . . provided, further, however, that the comprehensive general liability insurance may contain a \$1,000,000 deductible provision per occurrence and the physical damage, theft, fire with extended coverage insurance may contain a \$50,000 deductible provision per occurrence."

2. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 16 of the Lease.

3. Except as amended hereby the Lease shall remain unaltered and in full force and effect.

4. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

5. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall



constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

C.I.T. FINANCIAL SERVICES, INC.,  
by C.I.T. CORPORATION, as Agent,  
by

\_\_\_\_\_  
Vice President

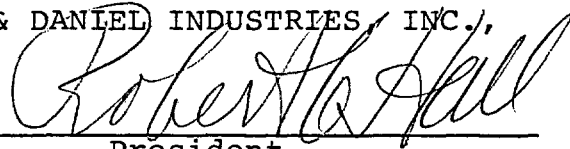
[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

EARLY & DANIEL INDUSTRIES, INC.,

by

  
\_\_\_\_\_  
President

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Assistant Secretary

STATE OF NEW YORK,                    )  
  )    ss.:  
COUNTY OF NEW YORK,                )

On this                      day of January 1981, before me personally appeared                      , to me personally known, who, being by me duly sworn, says that he is a Vice President of C.I.T. CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this <sup>14<sup>th</sup></sup> day of January 1981, before me personally appeared Robert C. Hall, to me personally known, who, being by me duly sworn, says that he is the President of EARLY & DANIEL INDUSTRIES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Eleone E. Watler  
Notary Public

[Notarial Seal]

ELEONE E. WATLER  
Notary Public, State of New York  
No. 24-4627109  
Qualified in Kings County  
Commission Expires March 30, 1982